

George Haines, Esq.  
Nevada Bar No. 9411  
Gerardo Avalos, Esq.  
Nevada Bar No. 15171  
**FREEDOM LAW FIRM**  
8985 S. Eastern Ave., Suite 100  
Las Vegas, NV 89123  
Tele. 702.880.5554  
E-fax: 702.967.6666  
Email: info@freedomlegalteam.com  
*Attorneys for Plaintiffs Richard Klein, Raymond Urias, Sandra Gunter  
and all others similarly situated*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Richard Klein, Raymond Urias and  
Sandra J. Gunter, individually and on  
behalf of all others similarly situated,

Plaintiffs,

-vs.-

National Collegiate Student Loan Trust  
2005-3; National Collegiate Student Loan  
Trust 2006-3; National Collegiate Student  
Loan Trust 2007-1; National Collegiate  
Student Loan Trust 2007-2; National  
Collegiate Student Loan Trust 2007-3;  
National Collegiate Student Loan Trust  
2007-4;  
Pennsylvania Higher Education  
Assistance Agency d/b/a American  
Education Services; and Transworld  
Systems, Inc.

Defendants.

CASE NO: 2:22-cv-01392-GMN-BNW

**CLASS ACTION**

**PLAINTIFF'S NOTICE OF  
SUPPLEMENTAL AUTHORITY**

1 Richard Klein, Raymond Urias and Sandra J. Gunter, individually and on  
2 behalf of all others similarly situated, hereby provide this notice of supplemental  
3 authority for this Court’s consideration regarding the Motion to Dismiss Amended  
4 Complaint filed by Defendant National Collegiate Student Loan Trust (ECF No. 39),  
5 the Motion to Dismiss Amended Complaint filed by Defendant Transworld Systems,  
6 Inc. (ECF No. 40), and the Motion to Dismiss Amended Complaint filed by  
7 Defendant Pennsylvania Higher Education Assistance Agency (ECF No. 42)  
8 (collectively referred to as “Defendants’ Motions to Dismiss”). Plaintiffs provide  
9 this notice of the recent decision in *Amanda Davis, individually and on behalf of all*  
10 *others similarly situated, v. KeyBank, N.A. et al.*, No. 2:22-cv-01645-JAD-EJY  
11 (NV), ECF No. 58 (May 33, 2023) (referred herein as “Davis Decision”) attached as  
12 Exhibit A.  
13  
14

15 In the Davis Decision, the court denied Defendants’ motions to dismiss and  
16 “refer[red] to the District of Nevada Bankruptcy Court the following: all core  
17 bankruptcy issues in this case and non-core issues that the parties consent to be  
18 adjudicated by the bankruptcy court—subject to the limitations on that court’s  
19 jurisdiction.<sup>1</sup> And to avoid inconsistent judgments, including on whether Davis’s  
20

21  
22 <sup>1</sup> See *In re Sasson*, 424 F.3d 864, 869 (9th Cir. 2005) (“[W]e have held that a bankruptcy court’s  
23 ‘related to’ jurisdiction includes post-confirmation jurisdiction over state[-]court actions such as  
24 breach of contract, breach of covenant of good faith and fair dealing, and fraud when those claims  
have a ‘close nexus’ to the bankruptcy proceeding.”); *In re Ray*, 624 F.3d at 1136 (holding that  
“the bankruptcy court lacked jurisdiction over the state[-]law breach[-]of[-]contract  
claims” where the claim lacked a “close nexus to the bankruptcy plan or proceeding”).

1 loans were discharged or whether the defendants violated another court's discharge  
2 order, I stay the remainder of this case pending the bankruptcy court's final  
3 determinations."

4 Defendants make similar arguments in this case regarding precluding  
5 Plaintiffs' 11 U.S.C. §524 claims. Given the similarities between the cases,  
6 Plaintiffs believe that Davis Decision supports Plaintiffs' arguments against  
7 Defendants motions to dismiss  
8

9 DATED this 8<sup>th</sup> day of June 2023.

10 Respectfully submitted,

11 **FREEDOM LAW FIRM**

12 /s/ George Haines

13 George Haines, Esq.  
14 Gerardo Avalos, Esq.  
15 8985 South Eastern Ave., Suite  
16 350  
Las Vegas, NV 89123

17 Scott C. Harris (to be admitted)

18 **MILBERG COLEMAN**

**BRYSON PHILLIPS**

**GROSSMAN, PLLC**

900 W. Morgan Street

Raleigh, NC 27603

Telephone: (919) 600-5003

Facsimile: (919) 600-5035

[sharris@milberg.com](mailto:sharris@milberg.com)

22 Gary M. Klinger (to be admitted)

23 **MILBERG COLEMAN**

**BRYSON**

**PHILLIPS GROSSMAN,**

**PLLC**

24 227 W. Monroe Street, Suite 2100

Chicago, IL 60606  
Phone: 866.252.0878  
[gklinger@milberg.com](mailto:gklinger@milberg.com)

*Attorneys for Plaintiffs Richard  
Klein,  
Raymond Urias, Sandra J. Gunter  
and all others similarly situated*

# EXHIBIT “A”

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

Amanda Davis, individually and on behalf of  
all others similarly situated,

Plaintiff

v.

KeyBank, N.A., et al.,

Defendants

Case No.: 2:22-cv-01645-JAD-EJY

**Order Referring Claims to Bankruptcy  
Court and Staying Remainder of Case**

[ECF Nos. 32, 40]

Plaintiff Amanda Davis sues KeyBank N.A. and American Education Services, LLC (AES) for collecting on debts that she claims were discharged in bankruptcy and for reporting those debts as current to credit-reporting agencies.<sup>1</sup> She brings claims for unjust enrichment and violations of the bankruptcy code, the Fair Credit Reporting Act, and Nevada’s Deceptive Trade Practices Act.<sup>2</sup> She asserts those claims on behalf of a putative class, alleging that “[a]s a matter of policy and practice, [d]efendants regularly and consistently fail to engage in any efforts to ensure the debts upon which they attempt to collect are not subject to a bankruptcy discharge.”<sup>3</sup>

The defendants move to dismiss the complaint, arguing (among other things) that “because federal bankruptcy courts are charged with making dischargeability determinations, it would be procedurally improper for this court to determine whether the loans were dischargeable and within the scope of the bankruptcy court’s discharge order.”<sup>4</sup> Davis agrees that certain

---

<sup>1</sup> ECF No. 16 at ¶¶ 33, 35, 160 (amended complaint).

<sup>2</sup> *Id.* at ¶¶ 138–172.

<sup>3</sup> *Id.* at ¶ 7.

<sup>4</sup> ECF No. 40 at 17–18 (cleaned up); ECF No. 46 at 1 (AES’s joinder in KeyBank’s motion). They also move to strike the class allegations. ECF No. 32; ECF No. 36. Because I stay this

1 issues in this case, “including the scope of the discharge order,” should be resolved in the  
 2 bankruptcy court but “requests [that] this court . . . refer this case to the bankruptcy court” rather  
 3 than dismiss it.<sup>5</sup>

4       The Ninth Circuit has explained that district courts may “refer proceedings arising in,  
 5 arising under, or related to the bankruptcy code, to bankruptcy courts.”<sup>6</sup> Bankruptcy courts  
 6 “have jurisdiction to hear a broad array of issues,” including “(1) cases under title 11; (2) core  
 7 bankruptcy proceedings that either arise under the [b]ankruptcy [c]ode or arise in a case under  
 8 the [c]ode; or (3) cases in which all interested parties consent to the bankruptcy court having  
 9 jurisdiction to enter a final order in a matter that is related to a case under the bankruptcy code.”<sup>7</sup>  
 10 Under the local bankruptcy rules, this district refers all cases that fall within the first two  
 11 categories to the bankruptcy court.<sup>8</sup>

12       In her third cause of action, Davis requests a declaration that the defendants violated the  
 13 bankruptcy court’s discharge order and the bankruptcy code, so this claim presents a core issue.<sup>9</sup>  
 14 Because core-bankruptcy claims like Davis’s are referred to the bankruptcy court under the local  
 15 rules, and because the parties agree that at least some of the issues in this case are better suited  
 16 for determination by the bankruptcy court, **I refer to the District of Nevada Bankruptcy Court**

17 \_\_\_\_\_  
 18 case pending a determination from the bankruptcy court, I deny that motion without prejudice to  
 its reassertion should this case be reopened after further bankruptcy proceedings.

19 <sup>5</sup> ECF No. 49 at 11 (cleaned up).

20 <sup>6</sup> *In re Ray*, 624 F.3d 1124, 1130 (9th Cir. 2010) (cleaned up).

21 <sup>7</sup> *Id.* (cleaned up).

22 <sup>8</sup> Local Bankruptcy Rule 1001(b)(1) (“All cases under title 11 and all proceedings arising under,  
 arising in or related to a case under title 11 are referred to the bankruptcy court for this district.”)

23 <sup>9</sup> *In re Gruntz*, 202 F.3d 1074, 1081 n.5 (9th Cir. 2000) (listing “determinations as to the  
 dischargeability of particular debts” as a “core bankruptcy proceeding”). I make no decision as  
 to the viability of any of Davis’s claims or the proper mechanism to enforce the rights she  
 asserts. ECF No. 40 at 25.


1 the following: all core bankruptcy issues in this case and non-core issues that the parties  
 2 consent to be adjudicated by the bankruptcy court—subject to the limitations on that  
 3 court’s jurisdiction.<sup>10</sup> And to avoid inconsistent judgments, including on whether Davis’s loans  
 4 were discharged or whether the defendants violated another court’s discharge order, I stay the  
 5 remainder of this case pending the bankruptcy court’s final determinations.

### 6 Conclusion

7 IT IS THEREFORE ORDERED that the defendants’ motion to dismiss [ECF No. 40] is  
 8 **DENIED without prejudice** to their ability to reassert the grounds for dismissal in bankruptcy  
 9 court or if this case is reactivated.

10 IT IS FURTHER ORDERED that the defendants’ motion to strike the class allegations  
 11 [ECF No. 32] is **DENIED** without prejudice.

12 IT IS FURTHER ORDERED that **this case is referred to the bankruptcy court** for the  
 13 District of Nevada to determine all core bankruptcy issues in this case and non-core issues that  
 14 the parties consent to be adjudicated by the bankruptcy court—subject to the limitations on that  
 15 court’s jurisdiction—related to or arising from plaintiff Amanda Davis’s prior bankruptcy case,  
 16 **18-16836-btb**, and this case is **STAYED** and the Clerk of Court is to **ADMINISTRATIVELY**  
 17 **CLOSE THIS CASE.**

18  
 19   
 U.S. District Judge Jennifer A. Dorsey  
 May 22, 2023  
 20

21 <sup>10</sup> See *In re Sasson*, 424 F.3d 864, 869 (9th Cir. 2005) (“[W]e have held that a bankruptcy court’s  
 22 ‘related to’ jurisdiction includes post-confirmation jurisdiction over state[-]court actions such as  
 23 breach of contract, breach of covenant of good faith and fair dealing, and fraud when those  
 claims have a ‘close nexus’ to the bankruptcy proceeding.”); *In re Ray*, 624 F.3d at 1136  
 (holding that “the bankruptcy court lacked jurisdiction over the state[-]law breach[-]of[-]contract  
 claims” where the claim lacked a “close nexus to the bankruptcy plan or proceeding”).